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## **SECTION 16. SERVICES AVAILABLE TO EMPLOYEES**

**\*\*EffDte:** 02/28/1978 **MCRT#:** 0 **Div:** D3FD **Cav:** **SecCls:**

### **| 16-1 |DELETED|**

**\*\*EffDte:** 06/21/2001 **MCRT#:** 1124 **Div:** D3 **Cav:** **SecCls:**

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**\*\*EffDte:** 12/06/1999 **MCRT#:** 938 **Div:** D3 **Cav:** **SecCls:**

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**\*\*EffDte:** 12/06/1999 **MCRT#:** 938 **Div:** D3 **Cav:** **SecCls:**

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**\*\*EffDte:** 12/06/1999 **MCRT#:** 938 **Div:** D3 **Cav:** **SecCls:**

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**\*\*EffDte:** 06/21/2001 **MCRT#:** 1124 **Div:** FDD3 **Cav:** **SecCls:**

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**\*\*EffDte:** 06/21/2001 **MCRT#:** 1124 **Div:** D3 **Cav:** **SecCls:**

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\*\*EffDte: 06/21/2001 MCRT#: 1124 Div: D3      Cav:      SecCls:

**16-2      HOUSING (FIELD)**

Housing registers in field offices need not be maintained except in those areas where housing facilities are so scarce that a register or guide is necessary to assist employees coming to that office in finding suitable housing. The necessity of maintaining such a register is left to the SAC. If the register is maintained, set a tickler to review the situation at least once each year. Each SAC should endeavor to ensure that employees are not living in disreputable or questionable quarters. If the register is maintained, following instructions apply:

(1) The register should contain a list of those apartment developments where furnished and unfurnished apartments are available. Liaison should be maintained with the management of larger apartment projects for the purpose of assisting Bureau personnel, particularly Agents on transfer to field offices, to obtain suitable living accommodations.

(2) This register should contain a list of private homes where suitable furnished rooms may be obtained for both male and female personnel. In those cities where business residences for female employees are in existence, female employees arriving on transfer or entering on duty from other areas of the country may have the opportunity to secure suitable accommodations. It shall be the responsibility of the SAC to arrange for inspection of places recommended to personnel for housing, and the names of individuals operating rooming houses or residences should be checked through office indices.

(3) This register should contain a list of hotels in the field office territory so that accommodations may be secured for Bureau personnel desiring hotel rooms.

(4) In larger field offices, it may be helpful to have available a photocopied list of apartment developments to provide employees on transfer so that it may be used as a guide in seeking suitable living quarters.

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**16-3 BUREAU-APPROVED RECREATIONAL ASSOCIATION**

\*\*EffDte: 09/25/1987 MCRT#: 0 Div: D3 Cav: SecCls:

**16-3.1 General**

(1) Employees of FBI Headquarters (FBIHQ), field offices, resident agencies, or Legats may join together and form a Recreation Association (RA). Each office's association may be operated separate and distinct from any other association.

(2) The purpose of the association shall be to promote and encourage athletic, social, and welfare activity among all members thereof so that there may exist among the FBI employees who are association members a realization of their common interests and goals as well as a feeling of good fellowship and a spirit of camaraderie. So that these objectives may be achieved, the RA of each office shall sponsor and/or encourage athletic, recreational, and welfare activities.

(3) This association shall not knowingly operate in violation of the regulations and/or policies of the FBI. Employees are not to participate in recreational-type activities, i.e., athletic, social, etc., during their official working hours. The association shall look to the FBI for guidance to ensure that the activities of the association do not violate the regulations and/or policies of the FBI. This shall be accomplished by reference to established written codifications and sources of FBI regulations and policies such as the FBI's manuals of regulations and memoranda, and through seeking the advice of FBIHQ whenever such written codifications are not available or applicable.

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**16-3.2 FBIRA Membership**

(1) All FBI employees working at Headquarters, a field office, resident agency, or Legat, shall be eligible to join an RA operating in that office. Depending on the nature of the association's activities, the association may restrict membership to those paying membership dues, which are to be established by the individual association, board, or executive committee. Membership in a field office association does not necessarily afford members the rights or benefits available to other field office association members; each local association may restrict its benefits to current FBI employees who are assigned to the particular field office and are members of that office's association. However, nothing is to preclude any RA from using its organization to notify other

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employees in other offices of recreational activities, or other information of interest to such employees.

(2) Each local association should determine when the membership drive should begin and should have procedures in place for the election of association officers and/or Board of Directors.

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### **16-3.3    FBIRA Funds**

| (1) If any local association collects money from dues, bake sales, sales of FBI memorabilia, or the like, the association must maintain records and books for such income and expenditures in line with appropriate accounting practices. These records and books will be reviewed by the Inspection Division audit staff during each office's inspection process.

| (2) Each local association earning profits or income from its operation must properly report such income to the state income tax entity (if appropriate) and to the Federal Internal Revenue Service (IRS). It should be noted that field office associations, if they restrict the source of their income and limit their membership to only local FBI employees, may qualify as a tax exempt organization, and after receiving that status from IRS will not need to file taxes with IRS thereafter. They should also seek tax exempt status from the state and local taxing authorities and operate accordingly.

| (3) FBIRA funds are to be used to promote office recreational and social activities for FBIRA members. The FBIRA fund may be used to purchase flowers or gifts in the event of illness, hospitalization, or death of member/employees. Gifts in lieu of flowers may include items like books or fruit, or, in case of death, cards or contributions to favorite charities. Gifts from FBIRA funds are not to be provided in connection with resignations, retirements, promotions, transfers, departures on military leave or maternity reasons, weddings, birthdays, baby showers, and the like. However, FBIRA funds can be expended to buy plaques or gifts recognizing employees who have volunteered their time and effort in connection with RA activities.

\*\*EffDte: 08/24/1987 MCRT#: 0      Div: D3      Cav:      SecCls:

### **| 16-3.4    Formal|Organization|**

| (1) A field office association should adopt a constitution and bylaws. The constitution, at a minimum, should set forth the association's purpose, eligibility for membership in the association, the governing body and how they are elected/appointed,

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| the existence of bylaws, provisions for amending the constitution and  
| bylaws.

- |                   (2)    The bylaws should explain in detail the following:
- |                           (a)    eligibility for membership in the field office  
| association;
- |                           (b)    officers of the association, how they are  
| elected/appointed, and their responsibilities; the existence of an  
| executive committee, if any, and its functions and responsibilities;
- |                           (c)    sources of the RA's income and provisions for  
| approval of each expenditure;
- |                           (d)    provisions for maintenance of financial  
| records and timely filing of tax returns;
- |                           (e)    provisions for the auditing of each office's  
| financial records; and
- |                           (f)    language reflecting that the activities of the  
| association must conform with Bureau regulations and policies. |

\*\*EffDte: 08/24/1987 MCRT#: 0   Div: D3                   Cav:                   SecCls:

### **16-3.5   Merchandising**

(1)   The use of the FBI name, initials, and seal are governed by federal laws and regulations. Title 18, United States Code (USC), Section 709, prohibits, without the written permission of the Director, the use of the name or initials "FBI," or any colorable imitation of such words or initials in any manner which reasonably conveys the impression that the FBI approves, endorses, or authorizes a particular product or business.

(2)   In conjunction with this, Title 41, Code of Federal Regulations, Section 128-1.5007(b), provides that "requests for permission to reproduce the seal(s) of the FBI... shall be referred to the head of the Departmental organization for decision." It has been the position of the Bureau to deny all requests for commercial reproduction of the FBI's name and initials where a particular product was to be marketed to the public at large.

(3)   The Washington Metropolitan FBIRA has authorization from the Director to market various items bearing the FBI's seal, badge, name, and initials through the Washington Metropolitan FBIRA Store. The use of a single authorization source ensures the integrity of items purchased by Bureau employees. Therefore, all field office FBIRAs must obtain from the Washington Metropolitan FBIRA a copy of the necessary procedures for purchase of items either from the Washington Metropolitan FBIRA Employee Store, Room 8704, 935

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Pennsylvania Avenue, NW, Washington, DC 20535-0001, or directly from the Washington Metropolitan FBIRA-approved vendors. Only the Washington Metropolitan FBIRA may approve vendors. Authority to approve the use of the FBI's seal, badge, name, and initials on merchandise sold at the FBI Academy PX, Quantico, Virginia, has been delegated to the Assistant Director, Training Division. Requests to use FBI indicia and violations of related federal laws should be coordinated with the Administrative Law Unit, Office of the General Counsel.

(4) All offices should be alert to the unlawful use of the FBI seal or initials on products without authorization. Any violations should be referred to the Criminal Investigative Division to determine whether there is a violation of Title 18, USC, Section 709.

\*\*EffDte: 07/15/2002 MCRT#: 1212 Div: D9 Cav: SecCls:

## **16-4 LITERATURE**

\*\*EffDte: 08/24/1987 MCRT#: 0 Div: D3 Cav: SecCls:

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\*\*EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

## **16-4.2 Recreational Literature**

The Personnel Assistance Section receives and distributes literature and announcements on various non-Bureau social functions being held in the Washington area to the various divisions. It is the responsibility of the various division heads to ensure that material is properly posted and that the bulletin boards are maintained in a current condition.

\*\*EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

## **16-4.3 Distribution of Literature**

All floaters and announcements of FBIRA activities are distributed to FBIHQ division heads and field offices for information of employees by the FBIRA activity promoter.

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**| 16-5 FBI HEALTH CARE PROGRAMS UNIT: J. EDGAR HOOVER (JEH) F.B.I. BUILDING AND FIELD OFFICES |(See MAOP, Part 1, Section 24.)|**

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

**| 16-5.1 |Deleted|**

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

**| 16-5.1.1 |Moved to 24-1|**

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

**| 16-5.1.2 |Moved to 24-1.1|**

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

**| 16-5.1.3 |Deleted|**

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

**| 16-5.2 |Moved to 24-1.2|**

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3 Cav: SecCls:

**16-6 VOLUNTEER BLOOD DONORS**

\*\*EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

**16-6.1 American Red Cross**

Through arrangements with the American Red Cross Blood  
Center, the Personnel Assistance Section of the Administrative

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| Services|Division schedules and operates bloodmobiles in the JEH  
Building for employees desiring to donate blood at the American Red  
Cross.

\*\*EffDte: 12/06/1999 MCRT#: 938 Div: D3 Cav: SecCls:

### **16-6.1.1 Benefits**

Since the Bureau is an active participating member of the Red Cross blood donor program, blood is furnished free of charge when needed to Bureau employees and relatives defined as spouse, parent, minor child of a donor or a participant, or any other relative living in the same household and economically dependent upon the employee. Employees may secure blood replacements when needed, by contacting their supervisors or the central blood donor representative. The person hospitalized must advise the hospital that the Red Cross should be notified if blood is needed.

\*\*EffDte: 04/23/1991 MCRT#: 0 Div: D3 Cav: SecCls:

### **16-6.1.2 Requirements**

An employee may donate every eight weeks, but only five times in any 12-month period. A donor is accepted from ages 18 through 65; however, from 18 to 21 years, a parent's permission is required unless the donor is married or living away from parental household and self-supporting. A permit must be presented at the center for each time a minor donates. This permit, as well as additional information as to the medical history requirements, may be obtained from the blood donor representative in either the  
| |Personnel|Division or the|Criminal Justice Information  
| Services|Division.

\*\*EffDte: 04/21/1994 MCRT#: 226 Div: D3 Cav: SecCls:

### **16-6.1.3 Field Offices**

Field offices should ensure that employees are made aware of and encouraged to participate in the blood donor program. In the offices in which no blood donor program is available, periodic contact should be made with the American Red Cross or similar facility to determine if a program is being established. FBIHQ should be advised of any change.

\*\*EffDte: 11/28/1983 MCRT#: 0 Div: D3 Cav: SecCls:

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**16-6.3    Leave**

|                No leave is to be charged for the time necessary for|the|  
| purpose of donating blood. |At FBIHQ, each employee who  
| successfully completes a blood donation is authorized to receive  
| two hours of administrative leave for recuperative purposes  
| immediately following his/her blood donation. A slip certifying  
| the donation is to be provided as each donor leaves the donation  
| area. The administrative leave is intended to be used  
| immediately following a donation; however, employees and their  
| supervisors may arrange a more mutually convenient time that day  
| to use the leave if Bureau needs prevent the leave from being  
| immediately used. Since the leave is being granted for  
| recuperative purposes, it is not to be used beyond the day it is  
| granted. Other FBI offices which host or regularly participate  
| in blood donor programs may establish a similar grant of  
| recuperative administrative leave along these guidelines.|

\*\*EffDte: 06/21/2001 MCRT#: 1123 Div: D3      Cav:      SecCls:

**16-7      FEDERAL EMPLOYEES' GROUP LIFE INSURANCE (FEGLI)**

\*\*EffDte: 11/28/1983 MCRT#: 0      Div: D3      Cav:      SecCls:

**16-7.1    General Information**

(1) Group life insurance first became available to federal employees by law effective August 29, 1954. Effective February 14, 1968, all eligible employees (including those who previously waived coverage) were permitted to acquire Regular Insurance coverage of (a) a minimum of \$10,000, if they earned less than \$8,000 per year, or (b) their annual salary (rounded to the next highest \$1,000) plus \$2,000, if they earned \$8,000 or more per year. Employees covered by Regular Insurance could also elect Optional Insurance of an additional \$10,000. Effective April 1, 1981, all previous enrollments and waivers of FEGLI were cancelled, and all eligible employees were permitted to acquire Basic (formerly Regular Insurance), Option A - Standard (formerly Optional Insurance), Option B - Additional, and Option C - Family. Open enrollment periods, during which eligible employees could enroll or change their FEGLI

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| coverage without restriction, were held in|1985, 1993, and 1999;|  
| those actions took effect August 1, 1985,|May 30, 1993, and  
| April 23, 2000,|respectively. A limited open enrollment period took  
| place in 1995 which allowed employees who had previously waived FEGLI  
| coverage to enroll only for FEGLI Basic coverage; those enrollments  
| became effective the first day of the first pay period after they were  
| processed by FBIHQ. |(See 16-7.4 (2).)|

(2) FEGLI Basic coverage is equal to an employee's annual basic pay (rounded to the next highest \$1,000) plus \$2,000. Locality pay authorized by the Federal Employees' Pay Comparability Act of 1990 is included in basic pay, as is Availability Pay for Special Agents. Basic coverage has an Accidental Death and Dismemberment feature which is equal to the basic insurance amount at the time of an employee's accidental death, or varying percentages in the event of loss of vision or limbs. This feature is discontinued at retirement. An extra benefit is given to employees under age 45 at no cost. Beneficiaries of employees who die under age 36 receive double the amount of Basic coverage. The extra benefit payable to beneficiaries of employees who die between|ages|36 and 44 is reduced by 10 percent for each year over age 35 at the time of death; no extra benefit is payable if an employee dies after reaching age 45. The extra benefit is not subject to Accidental Death and Dismemberment coverage. Employees who have Basic coverage may also be covered by Options A, B, and C. Option A - Standard provides \$10,000 of coverage. Like Basic, Option A - Standard has Accidental Death and Dismemberment coverage which is discontinued at retirement. Under Option B - Additional, employees may elect an amount equal to one, two, three, four, or five times their annual basic pay (rounded to the next highest \$1,000). Accidental Death and Dismemberment coverage is not included in Option B - Additional. Option C - Family insures the employee's spouse for |a minimum of|\$5,000 and each of the employee's eligible children under |age 22 for|a minimum of|\$2,500. |An employee electing Option C - |Family may elect amounts of coverage equal to one, two, three, four, |or five times the minimum amounts stated above.| Children incapable of self-support are eligible for coverage after age 22. Accidental Death and Dismemberment coverage is not included in Option C - Family.

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## **16-7.2 Cost of FEGLI Coverage**

(1) The cost per biweekly pay period of FEGLI Basic insurance to employees is|\$0.155|per \$1,000 of coverage. This represents two-thirds of the Basic premium; the government pays the other third.

(2) The cost per biweekly pay period of Option A - Standard insurance to employees is the full cost of the premium and varies by age as follows: (See MAOP, Part 1, 16-7.7(2).)

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AGE GROUP	\$10,000 INSURANCE
Under age 35	\$0.30
Ages 35 - 39	0.40
Ages 40 - 44	0.60
Ages 45 - 49	0.90
Ages 50 - 54	1.40
Ages 55 - 59	2.70
Ages 60 - 64	6.00
Ages 65 - 69	6.00
Age 70 and over	6.00

(3) The cost per biweekly pay period of Option B - Additional insurance to employees is the full cost of the premium and varies by age as follows: (See MAOP, Part 1, 16-7.7 (3) and 20-28.4.)|

Age Group	Withholding per \$1,000 Insurance
Under age 35	\$0.03
Ages 35 - 39	0.04
Ages 40 - 44	0.06
Ages 45 - 49	0.10
Ages 50 - 54	0.15
Ages 55 - 59	0.31
Ages 60 - 64	0.70
Ages 65 - 69	0.70 (1999), 0.90 (after)
Age 70 and over	0.70 (1999), 1.40 (after)

(4) The cost per biweekly pay period|for each multiple|of Option C - Family insurance to employees is the full cost of the premium and varies by age as follows: (See MAOP, Part 1, 16-7.7(4).)

Age of Employee	Withholding per multiple (\$5,000 spouse, \$2,500 child)
Under age 35	\$0.27
Ages 35 - 39	0.34
Ages 40 - 44	0.46
Ages 45 - 49	0.60
Ages 50 - 54	0.90
Ages 55 - 59	1.45
Ages 60 - 64	2.60
Ages 65 - 69	2.60 (1999), 3.00 (after)
Age 70 and over	2.60 (1999), 3.40 (after)

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### **16-7.3 Electing FEGLI Coverage (See MAOP, Part 1, 16-7.5(5).)**

Employees are automatically under FEGLI Basic coverage

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upon entry-on-duty and will remain so unless they complete a Standard Form (SF) 2817 to decline such coverage. Within 31 days after entry-on-duty, employees should complete a SF-2817 to indicate whether they desire to keep FEGLI Basic coverage, and if so, whether they want to elect any or all of the options. A copy of the completed SF-2817 is filed in the employee's Official Personnel Folder at FBIHQ. Once completed, this form must be promptly forwarded with the other entry-on-duty forms to the Administrative Services Division for processing. Employees may also elect Basic and/or any optional coverages during any FEGLI Open Season designated by the United States Office of Personnel Management (OPM). However, employees eligible to participate in the 1995 Open Season were limited to enrolling only in FEGLI Basic coverage. During the 1999 Open Season, employees made their FEGLI elections on a special FEGLI 1999 Open Enrollment Election Form (Form RI 76-27) rather than the SF-2817.

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#### **16-7.4 Effective Dates of Coverages**

(1) FEGLI Basic coverage is effective on an employee's first day in pay and duty status. Coverage under Options A, B, and C is effective on his or her first day in pay and duty status occurring on or after the date the completed SF-2817 is received at FBIHQ.

(2) FEGLI Open Season changes are effective on the first day of the first pay period following the date prescribed by OPM and following a pay period in which the employee was in both pay and duty status for at least half of his or her tour of duty. However, no date was prescribed for enrollments in the 1995 Open Season; those enrollments took effect under the provisions of Section 16-7.4(1) above. (See 16-7.1 (1) above re effective date of 1999 Open Season.)

(3) A waiver of coverage by a new employee is effective the day his or her SF-2817 is received at FBIHQ, if it is received during the employee's first pay period. If an SF-2817 waiving any FEGLI coverage is received after an employee's first pay period, the waiver is effective on the last day of the pay period in which it is received at FBIHQ. (See MAOP, Part I, 16-7.9.1.)

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#### **16-7.5 Conditions for Changing Elections**

(1) Employees who waive coverage and later decide to request Basic and/or any of the options may do so during a FEGLI Open Season regardless of age or medical condition; however, they must enroll in or maintain Basic coverage in order to elect any option. At times other than an Open Season, an employee who desires to cancel a

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| previous waiver of Basic, Option A, and/or Option B, | or to add as many  
| multiples of Option B as desired without changing family status, | can  
| do so only if (a) at least one year has passed since his or her last  
| change in FEGLI coverage, and (b) the employee provides satisfactory  
| evidence of insurability. To meet the latter requirement, the  
| employee should have a physician complete an SF-2822 (Request for  
| Insurance); the cost of any examination given to complete this form is  
| the responsibility of the employee.

| The employee should notify the | Administrative Services | Division in  
| writing of his or her desire to cancel a previous FEGLI waiver so that  
| an SF-2822 may be provided to him or her.

| (2) Employees may waive any FEGLI | coverage, or reduce the  
| number of multiples previously elected under Option B and/or Option  
| C, | by completing an SF-2817 to show what coverages, if any, they  
| choose to keep in force.

| (3) Upon marriage, or the birth, adoption, or other  
| acquisition of an eligible child, employees who have Basic coverage  
| may enroll under Option B - Additional. The number of salary  
| multiples of Option B coverage an employee may elect is limited to the  
| number of eligible family members the employee acquires with the  
| qualifying event. For example, an employee who marries someone with  
| no children may elect one multiple of Option B, while an employee who  
| marries someone with three children who become the employee's  
| stepchildren may elect four multiples. A married employee who  
| previously had no Option B coverage and who | acquires a child | may  
| elect one multiple, not two. If an employee already has Option B  
| coverage and either marries or acquires new children, he or she may  
| elect as many additional multiples of Option B (up to the maximum of  
| five) as the number of family members he or she acquired with the  
| qualifying event. | If an employee loses his or her spouse by death or  
| divorce, he or she may elect as many additional multiples of Option B  
| (up to the maximum of five) as he or she has dependent children. For  
| example, an employee who divorces and who has three children may elect  
| up to three additional multiples for this event. | No SF-2822 is  
| required to make these changes in Option B coverage; however, the  
| employee must file a new SF-2817 to make the changes within 60 days  
| after the date of the qualifying event.

| (4) Employees who have Basic coverage are eligible to  
| enroll | or increase multiples of coverage | under Option C - Family after  
| marrying or acquiring an eligible child. | The number of multiples of  
| Option C coverage an employee may elect is limited to the number of  
| eligible family members the employee acquires with the qualifying  
| event (up to the maximum of five). If an employee loses his or her  
| spouse by death or divorce, he or she may elect as many additional  
| multiples of Option C (up to the maximum of five) as he or she has  
| dependent children. | No SF-2822 is required to | make these changes  
| in Option C coverage; | however, an employee must file a new SF-2817 to  
| | make the changes | within 60 days after the date of the qualifying  
| event.

| (5) Employees who return to federal service after a break  
| in service of 180 days or more are treated as new employees for FEGLI

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purposes. This means that all previous waivers of FEGLI coverage are cancelled, and the returning employee is automatically under FEGLI Basic coverage from the date he or she returns to service. This coverage will remain in effect unless the employee waives it. As in 16-7.3 above, the employee should file an SF-2817 within 31 days after returning to service, indicating whether he or she wants to continue Basic coverage and, if so, whether he or she wants to enroll in any of the options. No SF-2822 will be required to enroll in any FEGLI coverage the employee desires under these circumstances.

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**| 16-7.6 Designation of Beneficiaries (See MAOP, Part 1, 16-7.12|and 16-7.13.)|**

It is not necessary to name a beneficiary if an employee wishes to have FEGLI death benefits paid in accordance with the following order of precedence:

- (1) the employee's widow or widower,
- (2) the employee's children, in equal shares, with the share of any deceased child distributed among that child's descendants,
- (3) the employee's surviving parent(s), in equal shares if both parents are living,
- (4) the duly appointed executor or administrator of the employee's estate, or
- (5) the employee's next of kin, as determined by the laws of the employee's state of domicile at the time of his or her death.

| However, if there is a court order in effect naming a specific person  
| or persons to receive life insurance benefits upon the employee's  
| death, the benefits under the employee's FEGLI Basic, Option A, and  
| Option B coverage will be paid to the person(s) named in the court  
| order, instead of those who would otherwise be entitled under the  
| order of precedence.|

| Employees who wish to name a beneficiary other than|those provided  
| in the order of precedence,|or who wish to change the order of  
| precedence with regard to a beneficiary named above, may file an  
| SF-2823 (Designation of Beneficiary). Beneficiaries can be  
| designated ONLY by filing an SF-2823, and that form must be received  
| by|the Employee Benefits Unit, Administrative Services Division,|  
| prior to the death of the employee. A person who signs an SF-2823 as  
| a witness may not be designated as beneficiary of that FEGLI payment.  
| A trust may be named as a beneficiary; such a designation must  
| indicate that the FEGLI benefit is payable to the trustee or successor  
| trustee, give the name of the trust (if any), and show the name(s) of

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| the person(s) who signed the trust document and the signature|date,  
| and acknowledge that no further claim may be filed with FEGLI for the  
| insurance benefit if the trustee is paid and then fails to distribute  
| the benefit in accordance with the terms of the trust.| Any  
| designation of beneficiary on an SF-2823 remains in effect until  
| revoked by the employee through another SF-2823. An employee who  
| simply wishes to revoke a previous designation|and thereby  
| reinstitute the order of precedence|is not required to name a new  
| beneficiary if he or she is satisfied with the above order of  
| precedence; the revoking SF-2823 need only state, "Cancel previous  
| designations."

\*\*EffDte: 04/20/1999 MCRT#: 889 Div: D3

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**16-7.7 Continuation of FEGLI Coverage After Retirement (See MAOP, Part 1, 16-7.10.)**

(1) Employees may continue their FEGLI Basic coverage (without the Accidental Death and Dismemberment supplement) into retirement if they (a) retire on an immediate annuity, (b) have had Basic coverage for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years), and (c) do not convert the Basic insurance into an individual policy (see Section 16-7.9.2). A retiring employee who wants continued Basic coverage after retirement must file|Standard Form 2818 (Continuation of Life Insurance Coverage as a Retiree or Compensationner),|electing whether to have the Basic insurance amount reduced by 75 percent, 50 percent, or zero after he or she reaches age 65. The amount of Basic insurance carried into retirement is the amount in force on the date of separation, and that amount remains fixed until the month after the employee reaches age 65. If the 75 percent reduction has been chosen, the Basic insurance begins reducing at that point by 2 percent each month until the chosen level has been reached; the reduction is 1 percent each month if the 50 percent reduction has been chosen. Employees who elect the 75 percent reduction will pay a premium of|\$0.3358|per \$1,000 of coverage until they reach age 65; after then, the Basic coverage is free. Employees who elect the 50 percent reduction will pay a premium of|\$0.8558|per \$1,000 of coverage until they reach age 65; after then, the premium is \$0.52 per \$1,000 of coverage. Employees who elect no reduction will pay a premium of|\$2.0258|per \$1,000 of coverage until they reach age 65; after then, the premium is \$1.69 per \$1,000 of coverage. Employees who desire to continue coverage under Options A, B, or C after retirement must also continue their Basic coverage.

(2) Employees may continue their coverage under Option A - Standard into retirement if they have had such coverage for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years) and if they do not convert the Option A coverage to an individual policy. Employees who retire before age 65 and continue Option A into retirement will pay the normal Option A premium for their age (see

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Section 16-7.2(2)) until they reach age 65; after then, the Option A coverage is free. At age 65, the amount of Option A coverage (\$10,000) begins to reduce by 2 percent per month until it reaches \$2,500 (a 75 percent reduction), where it remains for the rest of a covered employee's life unless cancelled.

(3) Employees may continue their coverage under Option B - Additional into retirement if they have had such coverage for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years) and if they do not convert the Option B coverage to an individual policy. At the time of retirement, employees covered by Option B must note on an SF-2818 or its accompanying attachment whether they wish to continue the amount of their Option B unreduced after age 65, or to allow it to begin reducing at age 65 by 2 percent per month for 50 months until Option B coverage ends. Employees who retire before age 65 and continue Option B into retirement will pay the normal Option B premium (per \$1,000 of coverage) for their age (see Section 16-7.2(3)) until they reach age 65. After then, employees who elected to continue Option B unreduced will continue to pay the normal Option B premium for their age; employees who elected to allow Option B to reduce will pay no further premium after reaching age 65. A retiring employee may carry into retirement only the lowest number of multiples of Option B coverage he or she had during the five years of service immediately before retiring. However, he or she may elect to reduce the number of multiples at any time before or after retirement by completing an SF-2817.

(4) Employees may continue their enrollments in Option C - Family into retirement if they have been enrolled in Option C for the five years of service immediately before retiring (or all service since their FIRST chance to enroll, if less than five years). A retiring employee may carry into retirement only the lowest number of multiples of Option C coverage he or she had during the five years of service immediately before retiring; however, those employees enrolled in Option C prior to April 24, 1999, who elect additional multiples of Option C during 1999, are still in service on April 23, 2000, and who retire before April 23, 2005, will be able to carry into retirement the number of multiples elected during 1999. As with Option B above, he or she may elect to reduce the number of multiples at any time before or after retirement by completing an SF-2817. At the time of retirement, employees covered by Option C must note on an SF-2818 or its accompanying attachment whether they wish to continue the amount of their Option C unreduced after age 65, or to allow it to begin reducing at age 65 by 2 percent per month for 50 months until Option C coverage ends. Employees who retire before age 65 and continue Option C into retirement will pay the normal Option C premium (per multiple of coverage) for their age (see Section 16-7.2(4)) until they reach age 65. After then, employees who elected to continue Option C unreduced will continue to pay the normal Option C premium for their age; employees who elected to allow Option C to reduce will pay no further premium after reaching age 65.

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### 16-7.8 Effect of Leave Without Pay (LWOP) on FEGLI Coverage (See MAOP, Part 1, 16-7.9.1.)

An employee on LWOP continues his or her FEGLI coverage for up to 365 consecutive days in LWOP status. No premium is due for this coverage during LWOP. The insurance terminates after 365 consecutive days on LWOP; if the employee returns to the federal service afterward in a FEGLI-covered position, the insurance he or she had at the time of termination is restored upon reentry on duty. An employee on LWOP due to a work-related injury or disease may continue FEGLI coverage as a compensationner (see Section 16-7.10) and would not be subject to the 365-day coverage limit.

\*\*EffDte: 04/20/1999 MCRT#: 889 Div: D3 Cav: SecCls:

### 16-7.9 Termination and Conversion of FEGLI Coverage

\*\*EffDte: 05/08/2002 MCRT#: 1196 Div: D3 Cav: SecCls:

#### 16-7.9.1 Termination

FEGLI coverages terminate when an employee files a waiver (see Section 16-7.4(3)), is separated from the Federal service, has been on LWOP more than 365 days (see Section 16-7.8), or transfers to a job where he or she is excluded from FEGLI coverage by law or regulation. The employee's FEGLI Basic and optional coverages (without the Accidental Death and Dismemberment feature) are extended without cost for 31 days after the day the coverages terminate.

\*\*EffDte: 10/14/1993 MCRT#: 118 Div: D3 Cav: SecCls:

#### 16-7.9.2 Conversion

(1) Upon resignation or retirement, employees may convert their FEGLI coverages to individual life insurance policies (for other than term insurance). The Payroll Unit, Finance Division, will issue a separating employee covered by FEGLI an SF-2819 (Notice of Conversion Privilege). To convert, a former employee should request an SF-2821 (Agency Certification of Insurance Status) from the Employee Benefits Unit, Administrative Services Division, FBIHQ. The former employee should send this form, together with the SF-2819 and other documentation outlined on the form, to the Office of Federal Employees Group Life Insurance (OFEGLI), Post Office Box 2627, Jersey City, New Jersey 07302-2627. OFEGLI will then inform the

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former employee how much insurance he or she may convert and with which participating insurance companies he or she may purchase coverage. The former employee may then contact a participating insurance company as directed by OFEGLI's notice. A retiring employee has the same conversion privilege as a separating employee if he or she retires on an immediate annuity and does not choose to carry some or all of his or her FEGLI coverage into retirement (see MAOP, Part 1, 16-7.7 (1).)

(2) Effective January 1, 1987, employees who entered the military on active duty, including active duty for training purposes, could continue their FEGLI coverage for up to 365 days in the same manner as coverage is continued for employees in other types of nonpay status. At the end of 365 days of military service, an SF-2819, (Notice of Conversion Privilege) will be furnished to employees still in the military in order for them to convert their coverage.

\*\*EffDte: 05/08/2002 MCRT#: 1196 Div: D3 Cav: SecCls:

**| 16-7.9.3 | Deleted |**

\*\*EffDte: 05/08/2002 MCRT#: 1196 Div: D3 Cav: SecCls:

**| 16-7.10 | FEGLI Coverage During Workers' Compensation | (See MAOP, Part I, 16-7.8.) |**

Employees entitled to benefits from the Office of Workers' Compensation Programs (OWCP) for a job-related illness or injury may continue FEGLI coverage as a "compensationeer." FEGLI Basic coverage is continued during the first 365 consecutive days of LWOP without cost, and the cost for any of the three options will be withheld from the compensation payments. Following the 365 day LWOP period, FEGLI coverage may be continued through OWCP (with no Accidental Death or Dismemberment feature) for employees receiving benefits from that agency. The qualifications to continue coverage are the same as in Section 16-7.7 for continuing coverage as a retiree.

\*\*EffDte: 10/14/1993 MCRT#: 118 Div: D3 Cav: SecCls:

**| 16-7.11 | FEGLI Coverage for Reemployed Annuitants**

A Federal retiree whose annuity continues during reemployment keeps FEGLI coverage in one of two ways. If the retiree is reemployed in a position which does not carry eligibility for life insurance as an employee, his or her FEGLI coverage continues through the retirement system and is administered by OPM. If the retiree is

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| reemployed in a position which carries the right to life insurance as  
| an employee, the coverage as a retiree is suspended and the retiree  
| reacquires FEGLI coverage as an employee (including Accidental Death  
| and Dismemberment benefits). Premiums are withheld from the  
| reemployed annuitant's salary as they would be for other covered  
| employees. If the reemployed annuitant waives or declines any FEGLI  
| coverage while he or she is reemployed, the waiver or declination will  
| also apply to FEGLI coverage as a retiree when he or she retires  
| again. A reemployed annuitant whose annuity is RECALCULATED (not  
| merely supplemented) upon the second retirement has his or her FEGLI  
| retirement coverage determined by the amounts and types of FEGLI  
| coverage in effect on the day of the second separation. |

\*\*EffDte: 10/14/1993 MCRT#: 118 Div: D3 Cav: SecCls:

### **16-7.12 Filing for FEGLI Death Benefits (Previously Section 16-7.9.3)**

When an employee dies, the person entitled to be paid the  
FEGLI death benefits (see Section 16-7.6) must complete a Form FE-6  
(Claim for Death Benefits). Following the death of a Bureau employee,  
the completed FE-6 (with a certified copy of the death certificate) is  
sent to FBIHQ, which files the FE-6 with the Office of Federal  
Employee's Group Life Insurance (OFEGLI), |200 Park Avenue, |New  
York, New York |10166-0114. | When the spouse or child of an employee  
covered by Option C - Family dies, the employee completes a Form FE-6  
DEP (Statement of Claim). A Bureau employee in this situation would  
send the FE-6 DEP (and certified copy of the death certificate) to  
FBIHQ, which would file it with OFEGLI. The appropriate survivor of a  
retired federal employee would obtain the FE-6 from OPM and, upon  
completion, file it directly with that agency.

\*\*EffDte: 07/19/1995 MCRT#: 424 Div: D3 Cav: SecCls:

### **| 16-7.13 Living Benefits**

| Effective 7/25/95, a terminally ill employee who is  
| determined by his or her physician to have nine or fewer months to  
| live may apply to be paid all of his or her FEGLI Basic insurance  
| amount, or any multiple of \$1,000 up to the total of the FEGLI Basic  
| insurance amount (less approximately five to six percent of the  
| requested amount, which OFEGLI will retain to represent lost interest  
| to the FEGLI program). No Living Benefits payment may be made from  
| the employee's FEGLI optional insurance amounts, and when the employee  
| dies, any FEGLI optional insurance still in force and any FEGLI Basic  
| amount not previously paid as Living Benefits will be paid to the  
| employee's beneficiaries as described in Section 16-7.6. Should the  
| employee be paid Living Benefits and not die as expected, the employee  
| may not subsequently reenroll in FEGLI Basic insurance. An employee  
| desiring Living Benefits should obtain Form FE-8 (Application for

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| Living Benefits) from OFEGLI and, upon completion, file it directly  
| with OFEGLI.

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## **| 16-7.14 Assignment of Ownership of FEGLI**

| Employees covered by FEGLI may assign ownership of their  
| FEGLI insurance policies to someone other than themselves, including  
| any firm, corporation, trust, or other legal entity. Assignment  
| transfers from the employee to the new owner of the policy all rights  
| and title to the policy, including the right to designate  
| beneficiaries and the right to decide whether the employee may make  
| changes in his/her FEGLI coverage (including cancellation).  
| Assignment of shares of the policy may be made to more than one new  
| owner; however, if the employee assigns any part of his/her FEGLI  
| policy to a new owner, he or she may not retain any part of the FEGLI  
| policy -- the remainder must also be assigned to someone else.  
| Following assignment, the employee will still be liable for paying the  
| legal FEGLI premiums described above for his/her coverage. Assignment  
| of a FEGLI policy may be made for any reason; but assignment is an  
| irrevocable action. However, the new owner may subsequently assign  
| the policy back to the employee if the new owner so desires.  
| Employees who wish to assign ownership of their FEGLI policies may  
| obtain Form RI 76-10 (Assignment of Federal Employees Group Life  
| Insurance) from the Personnel Division.|

\*\*EffDte: 07/19/1995 MCRT#: 424 Div: D3

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## **16-8 UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES**

| Unemployment compensation benefits are available to  
| eligible separated federal employees after terminal leave expires.  
| Tax-free basic benefits extend generally for 26 weeks in a benefit  
| year, but vary in amount per week depending upon the state. Some  
| states augment benefits with additional allowances made for  
| dependents. Eligibility determination rests solely with state  
| unemployment insurance offices. Generally, claimants must register  
| with those offices, must be unemployed, and must be able and available  
| to work when work is offered, or must be in a leave-without-pay status  
| for seven days or more. Employees should be furnished an SF-8 at the  
| time of the exit interview notifying them of their rights to claim  
| such benefits.

\*\*EffDte: 10/31/2000 MCRT#: 1034 Div: D3

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## **16-9 FEDERAL SAFETY COUNCILS**

The Federal Safety Council and its field affiliates, Regional Federal Safety Councils, are administered by the Secretary of Labor. The Council and its regional affiliates periodically hold meetings for the purpose of assisting Government agencies in preventing and reducing accidents, and developing and maintaining safety organizations to eliminate work hazards and health risks. The President and the Secretary of Labor have in the past requested the cooperation of all Government agencies in this endeavor, and Federal regulations require that agencies should participate in such councils. Accordingly, FBIHQ desires that the SAC or SAC's designated representative participate in such councils in your area in an "observer" status when a local council requests your attendance or when information to be provided would be of benefit to employees or office operations. Only extreme operational requirements should be allowed to justify any given instance of nonparticipation.

\*\*EffDte: 03/26/1992 MCRT#: 0      Div: D3      Cav:      SecCls:

## **16-10 CHARITY CAMPAIGNS**

Since 1956 the guidelines for charity campaigns in the FBI have been governed by the White House policy and program overseeing charitable fundraising within the Federal establishment. See the administrative file for details regarding the policies and procedures. A copy of Executive Order 10927 regarding fundraising within the Federal service is also maintained in the administrative file.

\*\*EffDte: 03/26/1992 MCRT#: 0      Div: D3      Cav:      SecCls:

### **||16-10.1 Fundraising Activities**

|           (1) An employee may engage in fundraising only in  
| accordance with the restrictions in part 950 of 5 CFR on the  
| conduct of charitable fundraising in the federal workplace and in  
| accordance with paragraphs (3) and (4) of this section.

|           (2) DEFINITIONS OF TERMS:

|           (a) Fundraising means the raising of funds for a  
| nonprofit organization, other than a political organization as defined  
| in Title 26, USC, Section 527 (e), through:

|           1. Solicitation of funds or sale of items; or

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2. Participation in the conduct of an event by an employee where any portion of the cost of attendance or participation may be taken as a charitable tax deduction by a person incurring that cost.

(b) PARTICIPATION IN THE CONDUCT OF AN EVENT means active and visible participation in the promotion, production, or presentation of the event and includes serving as honorary chairperson, sitting at a head table during the event, and standing in a reception line. The term does not include mere attendance at an event provided that, to the employee's knowledge, his/her attendance is not used by the nonprofit organization to promote the event. While the term generally includes any public speaking during the event, it does not include the delivery of an official speech as defined in the following paragraph or any seating or other participation appropriate to the delivery of such a speech. Waiver of a fee for attendance at an event by a participant in the conduct of that event does not constitute a gift for purposes of 5, CFR, Part 2635, Subpart B.

(c) OFFICIAL SPEECH means a speech given by an employee in his/her official capacity on a subject matter that relates to his/her official duties, provided that the employee's agency has determined that the event at which the speech is to be given provides an appropriate forum for the dissemination of the information to be presented and provided that the employee does not request donations or other support for the nonprofit organization. Subject matter relates to an employee's official duties if it focuses specifically on the employee's official duties, on the responsibilities, programs, or operations of the employee's agency as described in 5, CFR, 2635.807(a) (2) (i) (E), or on matters of Administration policy on which the employee has been authorized to speak.

(d) PERSONALLY SOLICIT means to request or otherwise encourage donations or other support either through person-to-person contact or through the use of one's name or identity in correspondence or by permitting its use by others. It does not include the solicitation of funds through the media or through either oral remarks, or the contemporaneous dispatch of like items of mass-produced correspondence, if such remarks or correspondence are addressed to a group consisting of many persons, unless it is known to the employee that the solicitation is targeted at subordinates or at persons who are prohibited sources as defined in MAOP, Part I, 1-13.2.1. It does not include behind-the-scenes assistance in the solicitation of funds, such as drafting correspondence, stuffing envelopes, or accounting for contributions.

(3) Fundraising in an official capacity. An employee may participate in fundraising in an official capacity if, in accordance with a statute, Executive order, regulation or otherwise as determined by the agency, he/she is authorized to engage in the fundraising activity as part of his/her official duties. When authorized to participate in an official capacity, an employee may use his/her official title, position and authority. (See (1).)

(4) Fundraising in a personal capacity. An employee may engage in fundraising in his/her personal capacity provided that

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| he/she does not:

| (a) Personally solicit funds or other support from a subordinate or from any person known to the employee to be a prohibited source.

| (b) Use or permit the use of his/her official title, position or any authority associated with his/her public office to further the fundraising effort, except that an employee who is ordinarily addressed using a general term of address, such "The Honorable," "Doctor" or a former military rank, may use or permit the use of that term of address or rank for such purposes; or

| (c) Engage in any action that would otherwise violate the Office of Government Ethics standards of conduct. (See (1).)|

\*\*EffDte: 07/12/1994 MCRT#: 271 Div: D9D3

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## **16-11 PAYROLL MATTER - VOLUNTARY ALLOTMENTS TO FINANCIAL ORGANIZATIONS**

(1) Regulations provide that employees can have: a maximum of two deductions made from their salary for savings allotment(s) purposes and sent to a financial organization(s); the entire amount of net pay (after all other deductions) sent to a financial organization for credit to a checking account; separate voluntary allotments for SATI and/or SAMBA life insurance premiums; | voluntary allotments for dues to an association of management officials and/or supervisors (including membership dues for the FBI/AA, SES and BADGE); charitable contributions to the Combined Federal Campaign; Special Agents' Insurance Fund membership assessment; income tax withholdings; savings for an employee assigned to a post of duty overseas; | and a voluntary allotment for child support and/or alimony payments.

(a) Employees desiring to enroll in the Savings Allotment Program and/or net pay checking must execute SF-1199A (Direct Deposit Sign-Up Form) bearing revision date of July, 1984. Public Law 103-356, dated October 13, 1994 mandates that all newly hired employees, who begin to receive federal wage or salary payments on or after January 1, 1995, must be paid by electronic funds transfer. All newly hired employees must sign up for direct deposit, as a condition of employment, within 45 days of their EOD date. This form should also be used to increase or decrease the savings allotment(s). The government agency copy of the completed SF-1199A should be forwarded to FBIHQ, Attention: Payroll Administration and Processing Unit, Accounting Section. The financial organization and the employee should retain the other completed copies of SF-1199A.

(b) Cancellations of savings and net pay allotments to financial organizations may be accomplished by executing FD-434

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(Request for Cancellation of Savings|or|Checking Account Allotments). The completed form should be forwarded to FBIHQ, Attention: Payroll Administration and Processing Unit, Accounting Section. The request for cancellation should be processed by the Payroll Office prior to the account being cancelled at the financial organization.

(2) Amounts withheld for SATI and SAMBA life insurance premiums; Combined Federal Campaign; Special Agents' Insurance Fund membership assessment; and income tax withholdings|are deducted as separate voluntary allotments and will not affect the two savings allotments.

(3) Optional Form 299 (Request by Employee for Action on Allotment of Pay) must be used to authorize a voluntary allotment for child support and/or alimony payments. A new form should be submitted to increase or decrease the amount of the allotment or to cancel the allotment. The original copy of the completed form should be forwarded to FBIHQ, Attention: Payroll Administration and Processing Unit, Accounting Section. One copy each of the form should be retained by the recipient of the allotment and by the employee.

Extreme care must be exercised when completing Optional Form 299; particularly item eight must show the correct name and mailing address of the recipient of the allotment since the biweekly payments will be forwarded to the recipient by the Department of the Treasury rather than by the FBI. The amount of the allotment will be deducted each pay period and forwarded to the recipient. No deduction will be made when an employee is on leave without pay for a part of the pay period in which the pay is insufficient to cover the entire allotment. An amount will not be withheld for a voluntary allotment from the final salary payment upon separation from the FBI.

(4) A supply of Forms SF-1199A, FD-434 and Optional Form 299 may be ordered by requisition from Bureau supply.

\*\*EffDte: 10/19/1995 MCRT#: 464 Div: FD Cav: SecCls:

## **16-12 THE SPECIAL AGENTS INSURANCE FUND**

(1) The Special Agents Insurance Fund (SAIF) was organized on January 29, 1935, for the purpose of providing a sum of money for the families of Agents killed in the line of duty. The policy at that time was to pay to the beneficiary the entire sum collected at the time of death; thus the initial payment was \$4,136.17. Because of the disparity in death benefits paid as a result of this policy, the membership voted during September, 1939, to thereafter pay the sum of \$5,000 to each beneficiary. During November, 1940, the membership voted to extend payments to the beneficiaries of Agents who died from any cause, rather than requiring that the Agent's death be caused by violence. During 1943, the Agent membership voted to increase member contributions to \$10 and to increase the survivor benefits to \$10,000. Assessments and

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benefits remained constant until April 12, 1967, when the membership voted to increase the assessment to \$20 and to increase the survivor benefits to \$20,000. Effective January 1, 1980, the Board of Governors increased the benefits payable to \$30,000 with no increase in the \$20 assessment. The purpose of the fund is to merely supplement, not replace, the Agent's insurance coverage and to provide funds which are immediately available to the surviving spouse.

(2) Historically, an assessment of the membership has been called after six successive deaths or when the assets of the fund fall below a predetermined amount, presently \$500,000. This fund is reinsured with Life Insurance Company of North America (INA) so that in the event of five or more deaths in any one incident (24-hour period) the fund will pay the beneficiary of the first five and INA will then pay the next 90 beneficiaries.

(3) Membership is limited to Special Agents, Inspectors, Assistant Directors, Assistants to the Director, the Associate Director, the Deputy Director, Associate Deputy Directors and the Director of the Federal Bureau of Investigation who are on active duty. To apply for membership in the SAIF prospective members should execute Form FD-253, Application/Renewal of Membership and Designation of Beneficiary.

(4) Because the purpose of SAIF is to provide immediate funds to the beneficiaries of deceased Special Agents, only individuals may be designated as primary beneficiaries. Estates and trust funds may be designated as contingent or secondary beneficiaries. If a minor child is listed as the beneficiary, a delay of payment of the fund may be incurred until a guardian is appointed.

\*\*EffDte: 09/28/1990 MCRT#: 0      Div: D3      Cav:      SecCls:

## **16-12.1 Bylaws of the Special Agents Insurance Fund**

### **"BYLAWS OF THE SPECIAL AGENTS INSURANCE FUND**

#### **"ARTICLE I "Name**

"Section 1. The name of this beneficial association shall be the Special Agents Insurance Fund, hereinafter referred to as SAIF or the Fund.

#### **"ARTICLE II |"Objective|**

| "Section 1. The|objective|of SAIF is to provide a sum of money by voluntary contributions from members for payment to the designated beneficiary or beneficiaries of a deceased member, or the Fund member's estate if no beneficiary has been designated, upon the death

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of a member.

"ARTICLE III  
"Membership

"Section 1. The membership of SAIF shall be limited to the Special Agents, Inspectors, Assistant Directors, Deputy Director, and the Director of the Federal Bureau of Investigation (FBI) who are law enforcement officers and who are on active duty.

"Section 2. Membership of a person eligible under Section 1 of this Article shall commence with the acceptance of an application and initial assessment by an authorized representative and continues until terminated by any of the following events, except as otherwise provided in Sections 3, 4, and 5 of this Article:

- (a) Death of the member.
- (b) Separation from the rolls of the FBI by the member's retirement, resignation, dismissal, or transfer to another federal agency. Membership shall terminate as of the date and time active duty in the FBI ceases.
- (c) Commencement of leave without pay (LWOP) for active service in the United States Armed Forces. Membership shall terminate as of the date and time active duty in the FBI ceases.
- (d) Failure to pay an assessment within thirty (30) calendar days from the date upon which the SAIF Board of Governors has declared an assessment is due and payable. Membership shall terminate as of close of business on the thirtieth day.

"Section 3. For each newly appointed Special Agent of the FBI, membership in SAIF shall commence immediately upon the administration of the Oath of Office. Membership shall continue only if formal application is made and initial assessment paid by the newly appointed Agent within thirty calendar days of entering on duty as an Agent. Should the new Agent die within the thirty-day period, and before making formal application for membership and payment of the initial assessment, the initial assessment will be withheld from the death benefit. Failure of the new Agent to make formal application for membership and to pay the initial assessment within thirty days of entering on duty will result in an immediate termination of membership.

"Section 4. Any member of the Fund who is carried on the rolls of the FBI in the status of Leave Without Pay (LWOP) due to illness, any member on LWOP due to a special assignment, and any member on detail to another federal agency or Congressional Committee who is not paid under the FBI's payroll system, shall continue as a member of SAIF provided that all assessments are paid directly to the Fund.

"Section 5. A retired member who has returned to active duty in the FBI is eligible for membership.

"Section 6. Persons on active duty and eligible for membership, but who have not previously been members of the Fund, may become members upon the acceptance of an application and payment of an initial assessment and all prior assessments since the date they first became

eligible for membership in the Fund.

"Section 7. Former members of the Fund who are on active duty and continue to be eligible for membership under Section 1 of this Article, may become members upon the acceptance of an application and payment of all prior assessments occurring after the termination of their membership and while they were on active duty and eligible for membership.

**"ARTICLE IV**  
**"Member's Voting Privileges**

"Section 1. Each member shall be entitled to cast one vote, by ballot, on all matters submitted to the membership for vote. The Assistant Director of the Personnel Division (PD) shall furnish written proposals and ballots to the membership for voting on any occasion required by the Board of Governors or any occasion covered elsewhere in these Bylaws. The Assistant Director, PD, shall supervise the election process, tally all votes cast and submit a written report of the results to the Chairman of the Board of Governors.

"Section 2. A majority vote cast by the members shall govern in all matters properly submitted to the membership for vote, except as provided in Section 3 of this Article.

"Section 3. In elections held for the purpose of selecting a new Board of Governors, the five (5) nominees with the greatest individual accumulations of votes cast shall constitute the newly elected Board.

**"ARTICLE V**  
**"Board of Governors**

"Section 1. The Board of Governors of the Fund shall consist of five (5) members elected by the members of SAIF. The Board of Governors shall serve for a term of three (3) years. Governors may serve no more than two consecutive terms. A newly elected Board of Governors shall take office on December 1, 1985, and each third year thereafter.

"Section 2. Governors will automatically cease to hold office upon termination of their membership in the Fund.

"Section 3. Except as provided in Section 2 of this Article, unless a Governor resigns, the Board shall hold office until a new Board is elected. Completion of term of office shall not be considered disqualifying for the purpose of this Section.

"Section 4. Any vacancy on the Board of Governors shall be filled for the remainder of the unexpired term by appointment of a Fund member by the Chairman of the Board of Governors.

"Section 5. The Board of Governors shall act as a nominating committee to submit to the membership a list of ten (10) nominees for election of a new Board before the expiration of its term of office.

"Section 6. The Board of Governors shall act as advisors to the

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Director of the FBI, in his capacity as Trustee of the Charles S. Ross Fund, on matters regarding investment of Ross funds and payment of benefits.

**"ARTICLE VI**

**"Organization and Meetings of  
The Board of Governors**

"Section 1. The Board of Governors shall elect from the Governors, a Chairman who shall hold such office for the remainder of the Board's term or until the Board's successors are elected. The Chairman shall be the presiding officer of the Board, and shall perform all of the duties usually incident to such office.

"Section 2. The Board of Governors shall appoint a Fund member as Recording Secretary to maintain a record of the Governing Board's deliberations. The Recording Secretary serves at the pleasure of the Board of Governors.

"Section 3. There shall be no stated meetings of the Board of Governors, except that the Board must meet at least once annually. The Chairman shall convene meetings of the Board from time to time as required by pending business.

"Section 4. Three members of the Board of Governors shall constitute a quorum capable of transacting any business that may come before the Board, except as provided in Section 1 of Article IX.

"Section 5. The following shall be the order of business at meetings:

1. Reading of Minutes of previous meeting
2. Reports of Recording Secretary
3. Unfinished Business
4. New Business
5. Adjournment

**"ARTICLE VII**

**"Powers and Duties of the Board of Governors  
in addition to those covered elsewhere  
in these Bylaws**

"Section 1. The business management and affairs of SAIF shall be under the direction and control of the Board of Governors. The Board of Governors shall have authority to levy assessments on the membership, authorize contracts, incur liabilities, expend and invest funds, and such other matters and things connected with the conduct of the Fund as they may determine. The Board of Governors shall act with due care and diligence and exercise ordinary skill with respect to the management and administration of the affairs of the Fund and in the use or preservation of its property and assets.

"Section 2. The Board of Governors may grant special or general authority to others, and may likewise withdraw such authority, all upon such terms and conditions as the Board of Governors may determine, except that the Assistant Director of the Personnel Division (PD) of the FBI will receive and account for all monies of

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the Fund. The Assistant Director, PD, shall take necessary steps to announce assessments as required by the Board of Governors and to collect same, and shall disburse benefit payments in appropriate instances. The Assistant Director, PD, shall prepare and submit in writing to the Board of Governors, an annual report on the financial condition of the Fund. All financial, administrative and other records of the Fund shall be placed in the care, custody, and control of the Assistant Director, PD, and be made available to the Board of Governors upon request.

"Section 3. The funds of SAIF shall be deposited only in regular (interest-bearing) savings accounts, certificates of deposit, or money market funds, in such banks and financial institutions as the Board of Governors may determine, to be withdrawn only as may be determined by the Board of Directors, except as otherwise provided in Section 4 of this Article.

"Section 4. All transactions concerning investments of SAIF funds shall be approved by the Chairman of the Board of Governors. This approval shall be recorded in memoranda format from the Recording Secretary to the Chairman. In the event time is of the essence, the Chairman may orally authorize the investment of SAIF funds to be confirmed by follow-up memorandum. In the Chairman's absence, another Governor shall be designated by the Chairman to act in his stead.

"Section 5. The Board of Governors shall consider all matters pertinent to the operation of the Fund and all suggestions submitted by members of the Fund and shall submit to the membership of the Fund for vote only those matters deemed appropriate by the Board. When a matter is submitted to the membership of the Fund for vote, the submission shall be in writing and shall be accompanied by a ballot.

"Section 6. The Board of Governors shall cause the financial statements of the Fund to be audited annually by Special Agent Accountants of the FBI and advise the membership of the results of all audits conducted.

**"ARTICLE VIII**

**"Assessments, Benefits and Disbursements**

"Section 1. The initial assessment for each new member shall be twenty dollars (\$20) and subsequent assessments in the amount of twenty dollars (\$20) may be levied on the entire membership from time to time by the Board of Governors, as the state of the Fund may require, except as provided in Section 2 of this Article.

"Section 2. A newly appointed Special Agent shall be required to pay an initial assessment of twenty dollars (\$20) to become a Fund member but shall not be required to pay any assessments payable before the completion of New Agents' Training at the FBI Academy.

"Section 3. Members failing to pay an assessment within thirty (30) calendar days from the date upon which the assessment is due shall forfeit all rights under the Fund until they shall have paid the assessment missed and any subsequent assessments. Should a member die within the thirty-day grace period provided for payment of the

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assessment, the assessment amount will be withheld from the death benefit payable.

"Section 4. The primary beneficiary designated by a member shall be a person or persons. Estate and trust funds shall not be designated by a member as the primary beneficiary, but may be designated as the contingent beneficiary.

"Section 5. The 'Application for Membership, Designation of Beneficiary Form' (FD-253) shall be executed by all eligible persons to apply for SAIF membership and to designate Fund beneficiaries. Form FD-253 must again be executed in its entirety to change beneficiaries. A change in beneficiaries, to be valid, must be received and processed by the Personnel Division prior to the death of the member.

"Section 6. Except as otherwise provided under Article III, Section 4, of these Bylaws, the initial assessment and all subsequent assessments must be paid through payroll allotment. Payroll allotment Form FD-818 has been established for this purpose. Any member failing to properly execute an FD-818, or who cancels their SAIF payroll allotment, shall immediately forfeit all rights under the Fund.

"Section 7. The liability of the Fund shall not under any circumstances exceed the amount of monies in the Fund at the time any liability shall occur.

"Section 8. Except as provided in Sections 7 and 9 of this Article, payment shall be made upon the death of a member of the Fund in the amount of thirty thousand dollars (\$30,000). Payment shall be made to the designated beneficiary or beneficiaries, or to the estate of the decedent if no beneficiary has been designated.

"Section 9. In the event death of a member is by suicide, no payment shall be made unless the member has been a member of the Fund for a continuous period of at least two years at the time of death.

"Section 10. One signature from each of two groups of signatories shall be required for any and all disbursements of monies from the Fund. One group of signatories shall be composed of all members of the Board of Governors; the second group of signatories shall be composed of the Assistant Director, Personnel Division, the FBI Personnel Officer and the Recording Secretary.

**"ARTICLE IX  
"Changes in Bylaws**

"Section 1. These Bylaws may be altered, amended, or changed only by a majority vote of the Board of Governors.

"Section 2. The membership must be notified in writing of any changes to these Bylaws approved by the Board of Governors"

\*\*EffDte: 07/13/1995 MCRT#: 406 Div: D3 Cav: SecCls:

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**16-13 CHARLES S. ROSS FUND**

(1) The Charles S. Ross Fund was established on December 15, 1944, by Mrs. May C. Ross, widow of Charles S. Ross, with the Director of the FBI as trustee. This charitable trust was established to provide a payment of \$1,500 to the beneficiary of any Special Agent killed in the line of duty. There is no cost for membership in this fund.

(2) In 1980, the U.S. District Court was petitioned to relieve the Director from the \$1,500 limitation on the amount which may be paid to the beneficiary of Agents killed in the line of duty. The Court ruled to allow the Director to pay a sum which is approximately equivalent to the purchasing power of \$1,500 in 1944 dollars. Annually, the amount paid is reevaluated and increased accordingly to the purchasing power of the 1944 dollar.

(3) The Board of Governors for the SAIF serves in an advisory capacity to the Director of the FBI for the Charles S. Ross Fund. Form FD-253, Application/Renewal of Membership and Designation of Beneficiary, is also used for Special Agents to designate a beneficiary for the Charles S. Ross Fund.

\*\*EffDte: 01/23/1986 MCRT#: 0 Div: D3 Cav: SecCls:

**16-14 PUBLIC SAFETY OFFICERS' DEATH AND DISABILITY BENEFITS (See MIOG, Part 1, 184-9.)**

(1) The Public Safety Officers' Benefit Act, as amended (Title 42, USC, Section 3796(a) through (f)), provides a lump-sum benefit to survivors of federal law enforcement officers killed in the line of duty or accidentally while on duty. The benefit shall be \$259,000, adjusted annually by the percentage increase in the Consumer Price Index. Eligibility for this benefit will be determined by the Department of Justice.

(2) Congress has provided in this Act that the surviving spouse of a qualifying law enforcement officer will receive the entire benefit if there are no surviving children. One-half of the benefit will be divided equally among the law enforcement officer's surviving children, with the other half of the benefit paid to the surviving spouse. The surviving children would share the entire benefit equally if there is no surviving spouse. If the law enforcement officer is survived by neither a spouse nor any children, the benefit will be divided in equal shares among the officer's surviving parent(s). If the law enforcement officer is survived by no spouse, child, or parent, no benefit will be paid. Law enforcement officers may not designate any beneficiary to receive the benefit under this Act.

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(3) Congress has provided by amendment to this Act that the lump-sum benefit described in paragraph (1) shall be paid to any federal law enforcement officer who has become permanently and totally disabled as the direct result of a catastrophic personal injury sustained in the line of duty on or after November 29, 1990. Eligibility for this benefit will be determined by the Department of Justice. However, the following prerequisites must be met to receive the disability benefit:

(a) An award of maximum compensation must be granted; and

(b) The disability must result in the law enforcement officer's permanent and complete separation from his or her employing agency.

\*\*EffDte: 08/26/2002 MCRT#: 1224 Div: D3

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## **16-15 HUMANITARIAN EXPENSE FUND**

(1) On 10/27/90 Congress passed Public Law 101-647, 104 Stat. 4916, the Crime Control Act of 1990 (CCA of 1990). For lack of specific statutory authorization, the FBI was never able to provide assistance to survivors (i.e., spouse, parents, children, and in-laws) of employees who were wounded or killed in the line of duty. Under Title 28, United States Code, Section 3201(a), authority was granted to the Director of the FBI to appropriate \$25,000 per fiscal year to pay humanitarian expenses incurred (1) by an employee of the Bureau as a result of a serious illness, serious injury, or death occurring while on official business, or (2) by a member of the immediate family of such employee, incident to the serious injury or death occurring while on official business.

(2) Authority for administering the Humanitarian Expense Fund has been delegated to the Employee Benefits Unit (EBU), |Personnel|Division|(PD), |with all approved expenses incurred on behalf of FBI employees or their immediate families charged to the EBU's cost code - 0344.

(3) Since the Humanitarian Expense Fund has a cap set by law of \$25,000 per fiscal year, the FBI is not permitted to supplement it by additional funding from other sources. Therefore, in order to ensure funds are disbursed in an equitable and uniform manner, direct reimbursement is limited to \$1,000 per individual and \$3,000 per family. This policy ensures equal treatment and that one accident or other covered matter would not use all the available funding. However, the EBU is authorized to exceed the \$1,000 and \$3,000 limitations in unusual situations.

(4) The fund will be reconsidered in September of each year, if funds are available, to determine whether additional reimbursements can be made. Only those unpaid expenses which are

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appropriate and which would have been paid in the first place if funding had allowed it at the time will be considered.

(5) Expenses generally fall into two categories, (1) professional services such as psychological counseling, and (2) travel expenses associated with transporting the family to the hospital, when remote from the office of assignment, and survivors to attend funerals, memorial services, and critical incident seminars.

(6) The following procedures are to be used to request use of Humanitarian Expense Funds:

(a) Requests are to be submitted to the EBU with full details and justification for requested expenses. Requests must identify the employee and/or immediate family members involved and detail the nature of the expenses and estimated costs, including travel cost (detail travel on Travel Request Form FD-540), of any FBI employee(s) required to travel with the employee's family members.

(b) Upon approval or disapproval of request by the Assistant Director of PD, the EBU will notify the requestor and provide instructions and financial limitations, if appropriate.

(c) Professional services approved by the EBU should be documented on Requisition for Supplies and/or Equipment (FD-369) which will be converted into a purchase order. In addition, the vendor may submit invoices for services to the EBU.

(d) Travel-related expenses will require extensive involvement of an on-scene assistance officer, assigned by the field office or FBIHQ entity, who is to coordinate all travel arrangements, pay all related bills, and submit a travel voucher for the expenses incurred by the individuals being provided humanitarian assistance and any accompanying FBI employee. Travel expenses will be limited to the levels currently established by Federal Travel Regulations.

(e) The assistance officer is to make hotel reservations and pay the hotel bill and expenses such as food, taxi, etc., or provide the family with cash to pay their own expenses, ensuring costs are within the per diem rate limits. An advance of funds may be obtained for this purpose.

(f) The assistance officer is to prepare the travel voucher to account for all travel expenses and submit same to EBU for review and approval.

\*\*EffDte: 04/21/1994 MCRT#: 226 Div: D3

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## **16-16 EMPLOYEE BENEVOLENT FUND (See also MAOP, Part 1, 16-16.1.)**

(1) The Employee Benevolent Fund (BF), also known as the Benevolent Fund, was established on April 9, 1997. This fund

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provides immediate financial assistance to the family of any FBI employee who dies from any cause during his or her service with the FBI. The BF is open to all employees.

(2) The cost of membership in the BF is \$1.00 per pay period, payable through payroll deduction, and will include the following coverage:

(a) If a member of the BF dies while a Bureau employee, the designated beneficiary will be paid a minimum of \$15,000 by check within one workday after the death is reported to the Employee Benefits Unit, Administrative Services Division. The check will be sent to the beneficiary by the BF's administrator. (If death is caused by suicide, no payment will be made unless the member, at the time of death, had been a member of the BF for a continuous period of two years.) Unlike conventional life insurance, there will be no need for survivors to fill out a claim form or get a certificate of death in order to receive the money. The money is guaranteed, as the BF is backed by the Special Agents Mutual Benefit Association (SAMBA).

(b) If the employee dies due to a terrorism-related incident, SAMBA has agreed to pay an additional \$100,000 payment to the beneficiary, for a minimum of \$115,000, as long as the employee does not already have such protection through another SAMBA plan.

(3) There are two types of beneficiaries an employee may designate to receive proceeds from the BF.

(a) Primary beneficiaries are those persons who would immediately receive the money if they are still living when the employee dies. The employee may designate as many of these as he or she wishes and divide the money between them, but may only designate individuals (not businesses, trusts, or other entities) to be primary beneficiaries.

(b) Secondary beneficiaries are the beneficiaries who the employee chooses to receive the money if the primary beneficiaries have died by the time the employee dies. Secondary beneficiaries may be individuals, or may be designated as trusts, corporations, schools, charities, or any other legal entities.

(4) Membership in the BF ends when an employee separates from active-duty employment in the FBI for any reason, including retirement.

(5) The BF is governed by a five-member Board of Governors. The initial Board was appointed by Aegis, the Support Employees Advisory Committee to the Director, and took office December 1, 1996. Future Boards will be elected by vote of the Fund's members. Board members serve a term of three years and may serve no more than two consecutive terms.

(6) Persons eligible for membership may become members only during an "open season" and upon the execution and delivery

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of the forms FD-862 (payroll allotment authorization form) and FD-863 (enrollment form) to an authorized representative. The initial open season shall extend for 30 calendar days. Open seasons are expected to be infrequent and cannot be held more frequently than once every two years. Open seasons are initiated at the discretion of the Board of Governors.

(a) New employees are enrolled in the BF upon taking the oath of office; however, to remain enrolled they must execute and deliver forms FD-862 and FD-863 to an authorized representative within 30 calendar days of entering on duty.

(b) A former member who has returned as a permanent or term employee is eligible for membership upon reinstatement, and must complete and deliver forms FD-862 and FD-863 to an authorized representative within 30 calendar days of reinstatement.

(7) Execute FD-862 (payroll allotment authorization form) to cancel allotments. Execute FD-863 (enrollment form) to change beneficiaries.

(8) See MAOP, Part 1, 16-16.1, for complete BF Bylaws.

\*\*EffDte: 05/16/2000 MCRT#: 976 Div: D3

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## **16-16.1 "Bylaws of the Employee Benevolent Fund (See MAOP, Part 1, 16-16.)"**

### **"ARTICLE I**

#### **"Name**

"Section 1. The name of this beneficial association shall be the Employee Benevolent Fund Inc., hereinafter referred to as BF or the Fund. The Fund is a nonprofit corporation formed under the laws of the District of Columbia.

### **"ARTICLE II**

#### **"Objective**

"Section 1. The objective of BF is to provide a sum of money by voluntary contributions from members for payment to the designated Primary beneficiary(ies) or Contingent beneficiary(ies) of a deceased member, or the Fund member's estate should the employee die prior to executing and delivering the required "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) during his/her first 30 days of service.

### **"ARTICLE III**

#### **"Membership**

"Section 1. Membership in the BF is limited to employees of the FBI who are permanent or term employees, Full-time or part-time. Temporary employees are ineligible to join. All permanent or term

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employees on the FBI personnel rolls 30 calendar days after the date that these bylaws become effective, and all employees who enter on duty thereafter, are eligible to join the BF.

"Section 2. Except as provided for in Section 3 of this Article, membership of a person eligible under Section 1 of this Article shall commence with the execution and delivery of the "Application of Membership and Designation of Beneficiary Form" (FD-863) and the Allotment Form (FD-862) to an authorized representative and continues until terminated by any of the following events, except as otherwise provided in Sections 3, 4, and 5 of this Article:

"(a) Death of the member.

"(b) Separation from the rolls of the FBI by the member's retirement, resignation, removal, or transfer to another Federal agency. Membership shall terminate as of 12:01 A.M., of the calendar day after the effective date of the member's separation from the personnel rolls of the FBI.

"(c) Leave without pay (LWOP) for any reason for more than 365 consecutive days.

"(d) Voluntary cancellation of the payroll allotment (FD-862) as of 12:01 A.M., of the calendar day after the effective date of the cancellation.

"Section 3. For each new employee of the FBI, membership in BF shall commence immediately upon the administration of the Oath of Office. Membership shall continue only if the "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) are executed and delivered to an authorized representative within thirty calendar days of entering on duty. Failure to execute and deliver the forms within thirty calendar days of entering on duty will result in an immediate termination of membership.

"Section 4. A former member who has returned as a permanent or term employee in the FBI is eligible for membership upon reinstatement. Membership shall continue only if the "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) are executed and delivered to an authorized representative within thirty calendar days of reinstatement. Failure to execute and deliver the forms within thirty calendar days will result in an immediate termination of membership.

"Section 5. Persons eligible for membership may become members only during an "open season" and upon the execution and delivery of the "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) to an authorized representative. The initial open season shall extend for 30 calendar days. Open seasons are expected to be infrequent and cannot be held more frequently than once every two years. Open seasons are initiated at the discretion of the Board of Governors.

**"ARTICLE IV**

**"Member Voting Privileges**

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"Section 1. Each member shall be entitled to cast one vote, by ballot, on all matters submitted to the membership for vote. The Assistant Director of the Administrative Services Division (ASD) shall be requested to furnish written proposals and ballots to the membership for voting on any occasion required by the Board of Governors or any occasion covered elsewhere in these Bylaws. The Board shall request the Assistant Director, ASD, to supervise the election process, to tally all votes cast and submit a written report of the results to the Chairman of the Board of Governors.

"Section 2. A majority vote cast by the members shall govern in all matters properly submitted to the membership for vote, except as provided in Section 3 of this Article.

"Section 3. In elections held for the purpose of selecting a new Board of Governors, the five (5) nominees with the greatest individual accumulations of votes cast shall constitute the newly elected Board.

**"ARTICLE V**

**"Board of Governors**

"Section 1. The Board of Governors of the Fund shall consist of five (5) members elected by the members of BF. The Board of Governors shall serve for a term of three (3) years. Governors may serve no more than two consecutive terms. A newly elected Board of Governors shall take office on December 1, and each third year thereafter.

"Section 2. Governors will automatically cease to hold office upon termination of their membership in the Fund.

"Section 3. Except as provided in Sections 2 and 6 of this Article, unless a Governor resigns, the Board shall hold office until a new Board is elected. If at the completion of term of office a new board is not elected, the current board will preside until such elections may occur.

"Section 4. Any vacancy on the Board of Governors shall be filled for the remainder of the unexpired term by appointment of a Fund member by the Chairman of the Board of Governors.

"Section 5. The Board of Governors shall act as a nominating committee to submit to the membership a list of ten (10) nominees for election of a new Board before the expiration of its term of office.

"Section 6. A minimum of three Board members is required to call an emergency meeting of the entire Board for the purpose of removing a fellow Board Member. All five Board members must be present at such a meeting and all Board members must vote on whether to remove a Board member. A majority vote will be required to remove the Board member for cause only.

**"ARTICLE VI**

**"Organization and Meetings of  
The Board of Governors**

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"Section 1. The Board of Governors shall elect from the Governors, a Chairman who shall hold such office for the remainder of the Board's term or until the Board's successors are elected. The Chairman shall be the presiding officer of the Board, and shall perform all of the duties usually incident to such office.

"Section 2. The Board of Governors shall appoint a Fund member as Recording Secretary to maintain a record of the Governing Board's deliberations. The Recording Secretary serves at the pleasure of the Board of Governors.

"Section 3. The Board must meet at least once annually. The Chairman shall convene other meetings of the Board from time to time as required by pending business. Meetings may also be called as set forth in Article V, Section 6.

"Section 4. Three members of the Board of Governors shall constitute a quorum capable of transacting any business that may come before the Board, except as provided in Article IX, Section 1 and Article V, Section 6.

"Section 5. The following shall be the order of business at meetings:

1. Reading of Minutes of previous meeting
2. Reports of Recording Secretary
3. Unfinished Business
4. New Business
5. Adjournment

**"ARTICLE VII**

**"Powers and Duties of the Board  
of Governors in addition to those  
covered elsewhere in these  
Bylaws**

"Section 1. The business management and affairs of BF shall be under the direction and control of the Board of Governors. The Board of Governors shall have authority to adjust the level of contributions on the membership, authorize contracts, incur liabilities, expend and invest funds, accept gifts, contributions, donations, bequests, and devises and such other matters and things connected with the conduct of the Fund as they may determine. The Board of Governors shall act with due care and diligence and exercise ordinary skill with respect to the management and administration of the affairs of the Fund and in the use of preservation of its property and assets.

"Section 2. The Board of Governors may grant special or general authority to others, and may likewise withdraw such authority, all upon such terms and conditions as the Board of Governors may determine, except that the Assistant Director of the Administrative Services Division (ASD) of the FBI will be requested to receive and account for all monies of the Fund. At the request of the Board of Governors the Assistant Director, ASD, shall take necessary steps to announce open seasons and/or allotment adjustments as required by the

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Board of Governors, and shall disburse benefit payments in appropriate instances. The Assistant Director, ASD, will be requested to prepare and submit in writing to the Board of Governors, an annual report on the financial condition of the Fund. All financial, administrative, and other records of the Fund shall be placed in the care, custody, and control of the Assistant Director, ASD, and be made available to the Board of Governors upon request.

"Section 3. The funds of BF shall be deposited only in regular (interest-bearing) savings accounts, certificates of deposit, or money market funds, in such banks and financial institutions as the Board of Governors may determine, to be withdrawn, only as may be determined by the Board of Governors except as otherwise provided in Section 4 of this Article.

"Section 4. All transactions concerning investments of BF funds shall be approved by the Chairman of the Board of Governors. This approval shall be recorded in memoranda format from the Recording Secretary to the Chairman. In the event time is of the essence, the Chairman may orally authorize the investment of BF funds to be confirmed by follow-up memorandum. In the Chairman's absence, another Governor shall be designated by the Chairman to act in his/her stead.

"Section 5. The Board of Governors shall consider all matters pertinent to the operation of the Fund and all suggestions submitted by members of the Fund and shall submit to the membership of the Fund for vote only those matters deemed appropriate by the Board. When a matter is submitted to the membership of the Fund for vote, the submission shall be in writing and shall be accompanied by a ballot as set forth in Article IV.

"Section 6. The Board of Governors shall cause the financial statements of the Fund to be audited annually and advise membership of the results of all audits conducted.

**"ARTICLE VIII**

**"Costs, Benefits, and  
Disbursements**

"Section 1. The fund shall be funded through contributions to be paid by the use of payroll allotments. The contribution is initially set at \$1.00 per pay period, per member. The contribution for the entire membership may be adjusted from time to time by the Board of Governors, as the state of the Fund may require.

"Section 2. Allotment adjustments to match required contributions will be automatic. Membership will be advised at least two pay periods in advance to any payroll adjustments.

"Section 3. The primary beneficiary designated by a member shall be a natural person or natural persons. Estates and trusts shall not be designated by a member as the primary beneficiary, but may be designated as the contingent beneficiary.

"Section 4. The "Application of Membership and Designation of

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Beneficiary Form" (FD-863) and Allotment Form (FD-862) shall be executed by all eligible persons to apply for BF membership and to designate Fund beneficiaries. Form FD-863 must again be executed in its entirety to change beneficiaries. A change in beneficiaries, to be valid, must be delivered to the Administrative Services Division prior to the death of the member.

"Section 5. Except as otherwise provided under Article III, Section 4, of these Bylaws, all contributions will be made through payroll allotment. The BF Allotment Form (FD-862) has been established for this purpose.

"Section 6. Except as provided in Section 7 of this Article, payment shall be made upon the death of a member of the Fund in the amount of no less than|25|thousand dollars|(\$25,000).| In the event the death is caused by a terrorist act as defined by SAMBA Terrorist Protection Insurance, and the member is not already covered by SAMBA Terrorist Protection Insurance, the amount of payment will increase by \$100,000. Payment shall be made to the Primary beneficiary(ies) or Contingent beneficiary(ies) of a deceased member, or the Fund member's estate should the employee die prior to executing and delivering the required "Application of Membership and Designation of Beneficiary Form" (FD-863) and Allotment Form (FD-862) during his/her first 30 days of service.

"Section 7. In the event death of a member is by suicide, no payment shall be made unless the member has been a member of the Fund for a continuous period of at least two years at the time of death.

"Section 8. Two signatures shall be required for any and all disbursements of monies from the Fund. Signatories shall be composed of all members of the Board of Governors.

**"ARTICLE IX  
"Changes in Bylaws**

"Section 1. These Bylaws may be altered, amended, or changed only by a majority vote of the Board of Governors.

"Section 2. The membership must be notified in writing of any changes to these Bylaws approved by the Board of Governors.

\*\*EffDte: 02/18/1999 MCRT#: 863 Div: D3

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**||16-17 DEATH GRATUITY PAYMENT (DGP)**

| Public Law 104-208, effective September 30, 1996, gave  
| federal agencies the authority to pay up to \$10,000 as a death  
| gratuity to the "personal representative" of an employee who died from  
| an injury sustained in the line of duty on or after August 2, 1990.  
| This includes an employee who dies after separation from service.

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| This DGP is to be paid from appropriations in an amount when combined  
| with certain other payments, that does not exceed \$10,000. Other  
| payments that must be considered in determining the amount of the  
| gratuity are:

| (1) \$200 payable by Office of Workers' Compensation  
| Programs (OWCP) for reimbursement of the costs of termination of the  
| decedent's status as an employee; and

| (2) Up to \$800 payable by OWCP for funeral and burial  
| expenses in cases of employees who die as a result of an injury  
| sustained in the performance of duty.|

\*\*EffDte: 04/22/1999 MCRT#: 876 Div: D3

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**||16-18 FEDERAL LAW ENFORCEMENT DEPENDENTS ASSISTANCE ACT**

| The Federal Law Enforcement Dependents Assistance Act of  
| 1996 provides financial assistance for the purpose of higher education  
| to the dependents (i.e., spouses and children) of federal law  
| enforcement officers who died or became disabled in the line of duty  
| on or after May 1, 1992. Like the Public Safety Officers' Death and  
| Disability Benefit, this program is administered and paid by the  
| Department of Justice.|

\*\*EffDte: 04/22/1999 MCRT#: 876 Div: D3

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**||16-19 PROFESSIONAL LIABILITY INSURANCE**

| Professional liability insurance is insurance which provides  
| coverage for legal liability for damages as a result of injuries to  
| other persons, damage to their property, or other damages or losses to  
| such other persons (including the expenses of litigation and  
| settlement) resulting from or arising out of any tortious act, error,  
| or omission while acting within the scope of official duties.  
| Coverage also includes the cost of legal representation for a covered  
| individual in connection with any administrative or judicial  
| proceeding (including investigative or disciplinary proceedings)  
| relating to any act, error, or omission while acting within the scope  
| of official duties.

| (1) The law implementing reimbursement of professional  
| liability insurance mandates reimbursement of this insurance to  
| certain qualified employees. For purposes of this section the term  
| "qualified employee" includes law enforcement officers, attorneys,  
| supervisors, and management officials. Only those employees occupying  
| the above positions are eligible for reimbursement of up to one-half  
| the cost incurred for the purchase of professional liability  
| insurance, not to exceed \$115 per year. However, for good cause, this

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| amount may be reduced to not less than \$50 a year.

| (2) Qualified employees who have purchased professional  
| liability insurance through Wright and Company (SATI) will  
| automatically be reimbursed for up to one-half of the cost of the  
| insurance. No action is required on behalf of qualified employees to  
| obtain reimbursement. The reimbursement will always be paid in  
| arrears, after the fiscal year ends. Thus, reimbursement for  
| insurance purchased for fiscal year 2001 (October 1, 2000 to  
| September 30, 2001) will not be paid until after October 1, 2001 and  
| so on.

| (3) Qualified employees who have purchased professional  
| liability insurance outside of Wright and Company must submit a claim  
| for reimbursement of the insurance. Only one payment will be  
| authorized each fiscal year as reimbursement for professional  
| liability insurance. Therefore, it is recommended that employees wait  
| until payment has been made in full each fiscal year before submitting  
| a claim for reimbursement of professional liability insurance.

| (a) Claims for reimbursement of the insurance should  
| be made through submission of a properly executed FD-794, Draft  
| Request Form, supported by a copy of the insurance certificate/policy  
| and proof of payment for the applicable year. The employee must  
| indicate his/her title on the FD-794. The completed request should be  
| forwarded to the Travel Advance and Payment Unit, Room 1270, for  
| processing and issuance of payment.|

\*\*EffDte: 11/15/2001 MCRT#: 1155 Div: FD

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\*\*\*\*\* END OF REPORT \*\*\*\*\*

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